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First American Loss Mitigation Services
[Company Name]
Attn: Cynthia Sullivan
[Name of Natural Person]
4 Harvard Circle, Suite 700
[Street Address]
West Palm Beach, Florida 33409
[City, State, Zip]

Prepared By:
RUTH RUHL, P.C.
2305 Ridge Road, Suite 106
Rockwall, TX 75087



Eugene "Gene" Moore Fee: \$32.50
Cook County Recorder of Deeds
Date: 08/28/2003 08:44 AM Pg: 1 of 5

[Space Above This Line For Recording Data]

Loan No.: 6162278102

1481021 MPR **LOAN MODIFICATION AGREEMENT** (Providing for Fixed Interest Rate)

This Loan Modification Agreement ("Agreement"), effective this 1st day of August, 2003,
between Linda M. Hoff
and Washington Mutual Bank, F.A., successor by merger to Bank United

("Borrower/Grantor")

amends and supplements (1) the Mortgage, Deed of Trust or Deed to Secure Debt (the "Security Instrument"), dated June 15th, 1994, and recorded in Book/Liber N/A, Page 11/A, Instrument No. 94545868, of the Official Records of Cook County, Illinois, [Name of Records] [County and State, or other Jurisdiction],
and (2) the Note in the original principal sum of U.S. \$ 86,900.00, bearing the same date as, and secured by, the Security Instrument, which covers the real and personal property described in the Security Instrument and defined therein as the "Property," located at 12501 S. Yale Avenue, Chicago, Illinois 60628

[Property Address]

When Recorded Mail To:
First American Title Insurance
3355 Michelson Dr., 250
Irvine, Ca 92612
Attn: Recording Department

Initials jd Initials _____ Initials _____ Initials _____

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Not a Record of Title
This is not a Record of Title
3000 Michigan Ave, 220
Chicago, IL 60604
Cook County Recording Department

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the real property described being set forth as follows:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

In consideration of the mutual promises and agreements exchanged, the parties hereto agree as follows (notwithstanding anything to the contrary contained in the Note or Security Instrument):

1. As of August 1st, 2003, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. \$ 93,185.75, consisting of the amount(s) loaned to the Borrower by the Lender and any interest capitalized to date.

2. The Borrower promises to pay the Unpaid Principal Balance, plus interest, to the order of the Lender. Interest will be charged on the Unpaid Principal Balance at the yearly rate of 6.000 %, from August 1st, 2003. The Borrower promises to make monthly payments of principal and interest of U.S. \$ 558.70, beginning on the 1st day of September, 2003, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on August 1st, 2033 (the "Maturity Date"), the Borrower still owes amounts under the Note and the Security Instrument, as amended by this Agreement, the Borrower will pay these amounts in full on the Maturity Date.

The Borrower will make such payments at Washington Mutual Bank, F.A., 9601 McAllister Freeway, San Antonio, Texas 78216 or at such other place as the Lender may require.

3. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in the Borrower is sold or transferred and the Borrower is not a natural person) without the Lender's prior written consent, the Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument.

If the Lender exercises this option, the Lender shall give the Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which the Borrower must pay all sums secured by this Security Instrument. If the Borrower fails to pay these sums prior to the expiration of this period, the Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on the Borrower.

4. The Borrower also will comply with all other covenants, agreements, and requirements of the Security Instrument, including without limitation, the Borrower's covenants and agreements to make all payments of taxes, insurance premiums, assessments, escrow items, impounds, and all other payments that the Borrower is obligated to make under the Security Instrument; however, the following terms and provisions are forever canceled, null and void, as of the specified date in Paragraph No. 1 above.

(a) all terms and provisions of the Note and Security Instrument (if any) providing for, implementing, or relating to, any change or adjustment in the rate of interest payable under the Note; and

(b) all terms and provisions of any adjustable rate rider or other instrument or document that is affixed to, wholly or partly incorporated into, or is part of, the Note or Security Instrument and that contains any such terms and provisions as those referred to in (a) above.

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5. If the Borrower has, since inception of this loan but prior to this Agreement, received a discharge in a Chapter 7 bankruptcy, and there having been no valid reaffirmation agreement of the underlying debt, by entering into this Agreement, the Lender is not attempting to re-establish any personal liability for the underlying debt.

6. Nothing in this Agreement shall be understood or construed to be a satisfaction or release in whole or in part of the Note and Security Instrument. Except as otherwise specifically provided in this Agreement, the Note and Security Instrument will remain unchanged, and the Borrower and Lender will be bound by, and comply with, all of the terms and provisions thereof, as amended by this Agreement.

Washington Mutual Bank, F.A., successor (Seal)
by merger to Bank United -Lender

Linda M. Hoff (Seal)
Linda M. Hoff -Borrower

____ (Seal)
-Borrower

____ (Seal)
-Borrower

By: Wendy Knafelz
Wendy Knafelz, Vice President

____ (Seal)
-Borrower

By: Victoria Grimm
Victoria Grimm, Assistant Secretary/Treasurer

[See Attached Acknowledgment(s)]

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BORROWER ACKNOWLEDGMENT

State of Illinois

§
§
§

County of Cook

On this 21st day of June 2003, before me,
Toni Hoff-Lumpkin [name of notary], a Notary Public in and for said state,
 personally appeared Linda M. Hoff

[name of person acknowledged], known to me to be the person who executed the within instrument, and
 acknowledged to me that he/she/they executed the same for the purpose therein stated.

(Seal)



Toni Hoff-Lumpkin
 Type or Print Name of Notary

Notary Public, State of Ill

My Commission Expires: 5/5/07

LENDER ACKNOWLEDGMENT

State of Florida

§
§
§

County of Duval

Before me, on this day personally appeared Wendy Knafelc and Victoria Grimm, known to me to be the
 officers of said corporation, duly authorized to commit this transaction, DEPOSES and SWEARS on this,
 the 11th day of July, 2003, that the foregoing instrument was executed
 for the purposes and consideration expressed herein.

My Commission Expires:



Deborah Ann Fields

My Commission DD077495

Expires March 28, 2006

Deborah Ann Fields
 Notary Public, State of Florida

Deborah Ann Fields
 Printed Name of Notary

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Loan No.: 6162278102

EXHIBIT "A"

THE LAND REFERRED TO IS SITUATED IN THE STATE OF ILLINOIS, COUNTY OF COOK, CITY OF CHICAGO, AND DESCRIBED AS FOLLOWS:

THE FOLLOWING DESCRIBED REAL ESTATE:

LOT 1 IN BEEMSTERBOER'S RESUBDIVISION OF THE WEST 157 FEET OF LOT 12 AND THE EAST HALF OF LOT 13 IN ANDREW'S SUBDIVISION OF THE EAST HALF OF THE SOUTHWEST QUARTER AND THE SOUTHEAST FRACTIONAL QUARTER OF SECTION 28, TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, NORTH OF THE INDIAN BOUNDARY LINE, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 6, 1954 AS DOCUMENT 15933102 AND REGISTERED JUNE 14, 1954 AS TORRENS DOCUMENT 1529125, IN COOK COUNTY, ILLINOIS.

A. P. NO.: 25-28-435-013-0000

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